

**QUARTERLY REPORT FOR GAO PROTESTS
FOR THE PERIOD OF JULY 01 THRU SEPTEMBER 30, 2006**

1. Number of protests filed:

	4Q06	3Q06	2Q06	1Q06
o AMC	24	16	24	20
o USACE	12	16	5	12
o DA Other	67	53	58	60
TOTAL	103	85	87	92

(Please refer to listing of protests by MACOM at end of this report)

2. Number of protest sustained/granted:

	4Q06	3Q06	2Q06	1Q06
o AMC	2	2	0	0
o USACE	1	0	0	1
o DA Other	1	0	0	1
TOTAL	4	2	0	2

3. Costs:

a. Costs and fees awarded by GAO to protester:

	4Q06	3Q06	2Q06	1Q06
o AMC	\$0	\$0	\$0	\$0
o USACE	\$115,963	\$0	\$0	\$395,000
o DA Other	\$0	\$0	\$0	\$642,195
TOTAL	\$115,963	\$0	\$0	\$1,037,195

b. Estimated preaward value of requirement or postaward contract cost/price:

(1) Preaward protests (estimated value of requirement):

	4Q06	3Q06	2Q06	1Q06
o AMC	\$2,010,963,492	\$870,551,589	\$80,808,245	\$526,814,262
o USACE	\$6,029,780	\$117,981,844	\$323,800,000	\$15,368,072
o DA Other	\$99,343,657	\$153,206,955	\$458,732,677	\$9,614,942
TOTAL	\$2,116,336,929	\$1,141,740,388	\$863,340,922	\$551,797,276

(2) Postaward protests (contract cost/price):

	4Q06	3Q06	2Q06	1Q06
o AMC	\$193,669,761	\$19,846,402,501	\$966,421	\$905,307,312
o USACE	\$46,073,167	\$896,839,404	\$5,000	\$68,200,283
o DA Other	\$845,015	\$324,481,874	\$26,116,573,715	\$14,622,434
TOTAL	\$240,587,943	\$21,067,723,779	\$26,117,545,136	\$988,130,029

c. Total government personnel costs resulting from protests:

	4Q06	3Q06	2Q06	1Q06
o AMC	\$214,918	\$192,750	\$57,863	\$225,454
o USACE	\$55,594	\$40,840	\$129,174	\$42,342
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$270,511	\$233,590	\$187,037	\$267,796

4. Lessons learned, issues and trends:

a. AMC Lessons Learned:

(1) SSI Technology, Inc., 298212.1:

In this decision, GAO sustained the protest based on their disagreement with the method used by the item manager when determining the minimum urgent quantity for this procurement. When we took the mandated corrective action, the quantity was only reduced (using the formula suggested by GAO in their opinion) from 92 each to 88 each which is a reduction of less than 5%. Therefore, it appears that GAO is now giving the quantities in urgent procurements extreme scrutiny, and we will have to be extremely careful when using FAR 6.302-2.

(2) SSI Technology, Inc., 298241.1 & 298241.2:

- a. Technical qualification issues need to be stated very specifically and emphatically in the solicitation document in order to preclude any confusion with other elements of evaluation, i.e. responsibility issues.
- b. Evaluation criteria need to be stated very specifically and emphatically in solicitation documents in order to ensure contract compliance with current statutes.

(3) EFW, Inc, 298566.1:

The qualification process of flight safety critical items is complicated and item specific. AMCOM should strive to keep the contractor apprised of the testing progress during the qualification process. A written record of telephonic communications with the contractor is crucial if the qualification procedure is questioned.

(4) Internet Security Systems, Inc. (ISS), 298801.1:

Well defined requirements based upon meaningful market research can enable the government to avoid potential disagreement and protests. In this case, a poorly documented requirement

resulted in a number of “surprises” at the point of proposal submission. The initial requirement was for a brand name (McAfee) Intrusion Prevention System (IPS). The protestor, ISS, alleged that the brand name justification was not supportable, because its Preventia product met the government’s minimum requirements. Upon review of the requirement, the Contracting Officer determined that the protest had merit, and requested the requiring activity to include their minimum technical requirement in the solicitation, allowing for other than brand name products. The requiring activity defined their requirement in technical performance terms, removing competition-limiting technical parameters, leveling the playing field for the competition. Had this research been conducted at the planning stages for this procurement, the government would have been in a better position to evaluate several products available on the market, and to develop an acquisition strategy with meaningful discriminators to facilitate the acquisition of the product presenting the best value to the government. The contract was awarded to ISS, however this award is currently under protest by two contractors who proposed McAfee products.

b. USACE Lessons Learned:

(1) Alfa Consult S.A., B-298164.2, B-298288:

GAO denied a protest challenging corrective action taken by the Gulf Region Central District (GRC) in response to a separate protest alleging that GRC had improperly awarded contracts on a lowest-price/technically-acceptability (LPTA) basis when the solicitation (Request for Proposal – RFP) called for award on a price/technical tradeoff (tradeoff) basis. The RFP contemplated the award of “approximately” three indefinite-delivery/indefinite-quantity construction contracts for work to be performed in Iraq. The RFP listed technical and price evaluation factors, and provided that awards would be made to offerors who present the “best value” pursuant to Federal Acquisition Regulation (FAR) Part 15.101-2, which describes the process for awarding contracts on an LPTA basis. However, the RFP also listed the relative importance of the technical and price factors, and provided for adjectival rating of proposals under the technical factors, both of which evaluation elements are relevant where a Tradeoff is contemplated. GRC awarded three contracts, including one to the protestor (Alfa) on an LPTA basis. ALMCO, an unsuccessful offeror, protested the awards arguing that the RFP called for award on a Tradeoff basis. Upon further review, GRC concluded that the RFP contained two conflicting bases for award and terminated the three contracts, issued an RFP amendment clarifying that the award would be made on an LPTA basis, and invited offerors to submit revised proposals. Subsequently, Alfa filed a GAO protest arguing that GRC’s corrective action was unwarranted because the RFP incorporated by reference FAR Part 15.101-2, made no reference to Tradeoff, and, therefore, was clear that contracts would be awarded on an LPTA basis.

In denying the protest, GAO noted that contracting agencies have broad discretion to take corrective action to ensure a fair and impartial competition, and where an agency has a reasonable concern that there were errors in the procurement, the agency may take corrective action even if the protest could be denied. The GAO further noted that an agency may amend a solicitation and request and evaluate another round of proposals where the record shows that the agency’s decision to take this action was made in good faith, without the specific intent to change a particular offeror’s technical ranking or to avoid making award to a particular offeror. In this case, GRC’s corrective action was based on a concern that offerors, especially those in the local market, might have been confused as to the proper basis for award and developed proposals according to what each perceived to be the basis for award. The GAO agreed that the RFP contained conflicting language regarding the basis for award and, in the absence of evidence of bad faith, found GRC’s corrective action to be reasonable.

Alfa further argued that the agency should not have taken corrective action because, under GAO's regulations, ALMCO's protest was an untimely challenge to a solicitation defect. GAO rejected this argument noting that if corrective action is taken in recognition of a valid protest, it is irrelevant whether the protest was timely. Alfa also alleged that the corrective action was unwarranted because there was no indication that ALMCO had been prejudiced by the conflicting evaluation information, that is, that ALMCO's higher price did not necessarily reflect a superior technical proposal. The GAO found this challenge to be untimely, but also without merit. Since GRC had awarded contracts on an LPTA basis, the technical evaluation and best value analysis necessary to make the prejudice determination were never performed. Under these circumstances, the GAO determined that GRC reasonably concluded that ALMCO or other potential offerors were prejudiced by the ambiguity. Finally, Alfa asserted that, if GRC's corrective action under the subject RFP was proper, GRC should be required to implement the same corrective action in another separately concluded procurement where the solicitation utilized an identical evaluation and award scheme. Since neither Alfa nor any other firm had protested the terms of the other solicitation, the GAO had no basis for addressing the propriety of the evaluation scheme or of the awards. Moreover, the GAO noted that each procurement is a separate transaction, and an agency's actions under one procurement do not affect the propriety of its actions under another.

(2) MadahCom, Inc., B-298277:

GAO sustained a protest that arose out of a Request for Proposals for the provision and installation of mass notification systems (MNS) at U.S. Army Europe facilities in Germany. The protestor challenged the terms of the RFP, alleging that various technical requirements were unduly restrictive of competition because they were not reasonably related to the agency's needs. They further alleged that there were several ambiguities in the RFP that had not been clarified by Amendments responding to various queries. During a hearing, USACE and the protestor were able to resolve the ambiguity issues by subsequent amendment. However, USACE and the protestor could not agree that the agency's requirement that the entire MNS system be APCO 25 compliant was reasonably related to the agency's need. APCO 25 is a standard that is not required by United Facilities Criteria (UFC) 4-021-01, which provides specific guidance for MNS required in a DoD building. The protestor also contended that the requirement for a 10-kilometer range for the required radio transmitting and receiving station was unduly restrictive because it excludes any MNS that could achieve the required coverage with booster stations, each of which may have a range of less than 10 kilometers.

GAO sustained the protest on both of these grounds. GAO stated that when a protestor challenges a solicitation provision as unduly restrictive of competition "the procuring agency has the responsibility of establishing that the specification is reasonably necessary to meet its needs." ViON Corp., B-256363, June 15, 1994, 94-+ CPD ¶ 373 at 4-5. GAO then found that the agency could not rationalize why it needed the APCO 25 standard and therefore the specification was unduly restrictive of competition. GAO further found that the agency had failed to explain why it needed a 10-kilometer range and had instead indicated that the range was "selected as a compromise between a larger and smaller potential range." Finally, GAO recommended reimbursement of the protestor's protest costs.

This sustained protest highlights the importance of documenting the rationale for including a requirement when the minimum needs of the agency exceed those found in the agency standards. Further, it is important to obtain and document customer approval for technical decisions early in the process. As is generally the case, the need for a hearing appears to have been, in part, based on the fact that GAO did not have enough information regarding why the agency determined the requirements at issue comprised the minimum needs of the government.

c. DA Others – Lessons Learned:

(1) Family Entertainment Services, Inc., B-298047.3:

Family Entertainment Services challenged an award by ACA for grounds maintenance services at Ft. Campbell. The GAO sustained the protest, finding that the agency's evaluation of past performance was unreasonable. The GAO characterized the Army's efforts to contact past performance references as unequal because a contracting specialist gave the protester's references strict deadlines for providing information, while similar deadlines were not given to the awardee's references. The GAO also concluded that the Army downgraded the protester because the RFP required four past performance references yet only one of the protester's references responded to the past performance questionnaire. This was objectionable because the RFP did not place any requirement on offerors to ensure that past performance questionnaires were complete and returned, and, moreover, GAO case law has held that an agency is not required to contact past performance references. Finally, although numerous CPARS reports were available to the agency regarding the protester's performance of similar efforts, the past performance evaluation provided no explanation about how these favorable reports were considered in arriving at the protester's past performance rating.

Lesson Learned: Despite all of the above criticisms, the protester was rated as "very good" for past performance, just below the awardee which was "exceptional." What the GAO really found objectionable was the relative lack of detail in the past performance evaluation. For instance, the CPARS were mentioned in the past performance evaluation, and properly characterized, but never analyzed in the course of arriving at the protester's past performance rating. The lesson learned here is that the GAO likes well documented award decisions. This particular past performance evaluation was a bit sketchy, but arguably sufficient. The GAO disagreed – and it has the only vote that matters. That being the case, we recommend that source selections be as well documented as possible.

(2) Inter-Con Security Systems:

Inter-Con challenged an ACA solicitation for guard services at CONUS installations. This requirement regionalized guard services that had previously been acquired individually, thereby providing improved command and control over these vital services. Inter-Con alleged that the solicitation had severe informational deficiencies and that the regionalized approach constituted improper bundling of the Army's guard requirements.

Lesson Learned: In discussions with Inter-Con lawyers, it rapidly became apparent that the bundling allegation was not their key concern. They cared more about the informational deficiencies, and wanted more time for their client to complete its proposal once the requested information was provided. From the Army's perspective, safeguarding the regionalized approach while moving the procurement forward expeditiously was paramount. Although the Army was confident of eventual success, it did not want to wait the full 100 days required for a GAO decision. Accordingly, the Army amended the solicitation to provide as much additional information as was reasonably available and to extend the proposal due date for several weeks. In concert with these actions, Army attorneys urged Inter-Con to drop the protest in the interest of both parties – which Inter-Con did. The lesson learned is that engaging a protester to discover its true interests can pay dividends. Any protest of the Army's regionalized approach is now untimely.

(3) Brian X. Scott, B-298370, B-298490:

Mister Scott challenged two separate solicitations issued by JCC-I/A as violating the Anti-Pinkerton Act. One solicitation required security services at Camp Victory, Iraq. The other was a requirement for cargo transportation services, which included a requirement for the contractor

to provide security escorts. Mister Scott alleged that each of these requirements was for “quasi-military armed forces for hire,” and hence violated the Act. The Army disagreed, contending that these requirements were for contingency contractor personnel accompanying the force, and that solicitations were consistent with the guidance provided in DODI 3020.41, “Contractor Personnel Authorized to Accompany the U.S. Armed Forces.” The Army noted that nothing in the solicitations required or permitted direct combat activities or offensive operations.

Lesson Learned: The GAO denied these protests. It analyzed the Anti-Pinkerton Act and relevant case law to conclude that the Act prohibited “offering quasi-military forces as strikebreakers.” The Act did not prohibit contracts for security guards, even when the guards are armed. The GAO also reviewed the solicitations against the guidance contained in DODI 3020.41 and upcoming DFARS supplement to Parts 212, 225, and 252, published in the Federal Register on June 16, 2006, and concluded that the solicitations did not violate that guidance because, as explained by the Army, nothing in the solicitations required or permitted direct combat activities or offensive operations. The Fiscal Actions Branch of KFLD is coordinating with the DAR committee to revise FAR 37.109 consistent with this decision.

(4) SecureNet Co., Ltd, B-297952.4:

SecureNet challenged an award by the US Army Contracting Command Korea of a contract for security guard services for Army facilities throughout Korea. SecureNet’s main contention was that the awardee, Jouen, could not perform at the price proposed while also complying with Korean labor law that mandated overtime pay once certain base work hours were reached. The GAO denied the protest, noting that while compliance with Korean labor law was required during contract performance, it was not an evaluation factor that had to be assessed prior to award. Further, because this was a fixed-price contract, a low proposed price alone was not sufficient evidence of an intent by the awardee to not comply with Korean labor law during performance.

Lesson Learned: Compliance with foreign law should never be an evaluation factor since our evaluators do not understand it. It should be a performance requirement to be monitored after award. Fortunately, that was the case here. Also, in a fixed-price procurement, performing a price reasonableness analysis does not entail an analysis of technical feasibility. Had this been a cost reimbursable procurement, however, which requires a cost realism analysis IAW FAR 15.404-1(d)(2), the Army would have been required to analyze the awardee’s ability to comply with foreign law at the cost proposed.

(5) Veteran Enterprise Technology Services, LLC, B-298201.2:

Veteran challenged an award of a contract for various support services for the Army’s Rapid Equipping force. Among other things, Veteran alleged that the awardee did not meet the size status requirement for this procurement, which was set aside for Small Disabled Veteran Owned (SDVO) small businesses. Ordinarily in procurements involving set asides, the contracting officer issues a pre-award notice of intent to award. This allows disappointed offerors to challenge the size status of a tentative awardee before the SBA. Here, however, no pre-award notice was issued. Instead the contracting officer made award without notice, citing urgency grounds pursuant to FAR 19.503(a)(2)(iii). Veteran did file a timely appeal to the SBA concurrently with its GAO protest. While the GAO protest was pending, the SBA opined that the awardee was not a SDVO small business.

Lesson Learned: The GAO denied the protest on all grounds. On the size status issue, it noted that the general rule is that when a timely size appeal is filed, any subsequent SBA size determination applies to the procurement at issue. Thus, the awardee here would be disqualified. The one exception to this general rule is a challenge to the SDVO size status. In such an instance the pertinent SBA regulation, 31 C.F.R Part 125.27(g), states that any SBA size determination is prospective. Therefore, the SBA determination here that the awardee was

not a SDVO small business did not apply to the instant award. It applied only to future procurements. The lesson learned is that this quirky little anomaly exists, although we suspect the SBA will move quickly to remove it.

5. Protest filed by major commands (HCAs):

a. AMC, GAO protests:

AMC (GAO)	4Q06	3Q06	2Q06	1Q06
AFSC	0	1	4	4
ARDEC	0	0	0	0
ARL	0	0	0	0
ATCOM	0	0	0	0
AMCOM	9	4	6	4
AMCOM (AATD)	0	0	0	0
AMC-SBIR	0	0	0	0
BELVOIR	0	0	0	0
BGAD	0	0	0	0
CACWOO	0	0	0	0
CCAD	0	0	0	0
CBDCOM	0	0	0	0
CECOM	8	3	3	1
DESCOM (Letterkenny)	0	0	0	0
DPG	0	0	0	0
JMC	0	0	0	0
IOC	0	0	0	0
LEAD	0	0	0	0
MCALESTER	0	0	0	0
MICOM	0	0	0	0
NATICK	0	0	0	0
OSC	0	0	0	0
RDECOM	5	3	1	4
RMA	0	0	0	0
RRAD	0	0	0	0
SBCCOM	0	0	0	0
SSCOM	0	0	0	0
TACOM	2	5	10	7
TECOM	0	0	0	0
TECOM-OPTEC	0	0	0	0
TECOM-Dungway	0	0	0	0
TECOM-Yuma Proving G	0	0	0	0
Total	24	16	24	20

b. USACE, GAO protests:

USACE (GAO) TOTAL	4Q06	3Q06	2Q06	1Q06
ALASKA	0	0	0	1
ALBUQUERQUE	0	0	0	0
BALTIMORE	0	0	0	0
BUFFALO	0	0	0	0
CHARLESTON	0	0	0	0
CHICAGO	0	0	0	0
DETROIT	0	0	0	0
EUROPE	1	0	0	1
FAR EAST	0	0	0	0
FORT WORTH	1	1	0	0
GALVESTON	0	0	0	0
GULF REGION	2	1	0	0
HEADQUARTERS	0	0	0	0
HONOLULU	0	0	0	0
HUMPHREYS ENG CNTR	0	0	0	0
HUNTINGTON	0	2	0	1
HUNTSVILLE	0	0	0	0
JACKSONVILLE	0	0	0	1
JAPAN	0	0	0	0
KANSAS CITY	1	2	0	2
LOS ANGELES	0	0	0	0
LOUISVILLE	0	0	0	2
MEMPHIS	0	0	0	0
MOBILE	0	0	0	0
NASHVILLE	0	0	0	0
NEW ENGLAND	0	1	2	0
NEW YORK	0	0	0	0
NEW ORLEANS	1	1	0	0
NORFOLK	0	0	0	0
OMAHA	1	0	0	0
PACIFIC OCEAN DIV	0	0	0	0
PHILADELPHIA	0	0	0	1
PITTSBURGH	1	0	0	0
PORTLAND	0	0	0	0
ROCK ISLAND	0	0	0	0
SACRAMENTO	2	0	1	0
SAN FRANCISCO DISTRICT	0	2	0	0
SAVANNAH	1	1	0	0
SEATTLE	0	0	0	0
ST LOUIS	0	0	0	1
ST PAUL	0	0	0	0
TRANSATLANTIC	1	0	0	2
TRANSATLANTIC (EUROPE)	0	0	0	0
TULSA	0	0	0	0
VICKSBURG DISTRICT	0	5	2	0
Total	12	16	5	12

c. DA Other, GAO protests:

DA (GAO) TOTAL	4Q06	3Q06	2Q06	1Q06
N REG	5	3	6	15
S REG	14	9	6	8
MEDCOM	3	4	4	6
CCE	5	2	3	0
NGB	4	4	11	6
USASOC	0	1	1	2
USACFSC	0	0	0	0
ITEC4	16	6	1	6
PCO-IRAQ	10	5	10	5
USACCK	0	2	4	2
USASMDC	1	0	0	0
USARPARC	0	3	0	0
DETRICK	5	4	2	3
MDA	2	0	2	0
SDDC	0	1	4	3
USARSO	0	0	0	0
USAREUR	0	0	1	2
INSCOM	0	1	0	0
DIA	2	7	1	1
MDW	0	0	0	0
ACA-SW	0	1	2	1
KUWAIT	0	0	0	0
DA (GAO) TOTAL	67	53	58	60

**QUARTERLY REPORT FOR AGENCY LEVEL PROTESTS
FOR THE PERIOD OF JULY 01 THRU SEPTEMBER, 2006**

6. Number of protest filed:

	4Q06	3Q06	2Q06	1Q06
o AMC	7	7	7	7
o USACE	11	6	18	11
o DA Other	N/A	N/A	N/A	N/A
TOTAL	18	13	25	18

(Please refer to listing of protests by MACOMs at the end of this report)

7. Number of protest sustained/granted:

	4Q06	3Q06	2Q06	1Q06
o AMC	0	0	0	0
o USACE	0	0	0	0
o DA Other	N/A	N/A	N/A	N/A
TOTAL	0	0	0	0

8. Costs:

a. Costs and fees awarded to protester:

	4Q06	3Q06	2Q06	1Q06
o AMC	\$0	\$0	\$0	\$0
o USACE	\$0	\$0	\$0	\$0
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$0	\$0	\$0	\$0

b. Estimated preaward value of requirement or postaward contract/price:

(1) Preaward estimated value of requirement:

	4Q06	3Q06	2Q06	1Q06
o AMC	\$76,285,611	\$73,489,192	\$0	\$52,806,198
o USACE	\$13,826,942	\$94,249,270	\$115,518,055	\$6,948,745
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$90,112,553	\$167,738,462	\$115,518,055	\$59,754,943

(2) Post award protest (contract cost/price)

	4Q06	3Q06	2Q06	1Q06
o AMC	\$50,000,000	\$66,360,570	\$7,323,060	\$4,583,400
o USACE	\$497,827,787	\$13,300	\$49,476,155	\$1,710,059
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$547,827,787	\$ 66,373,870	\$ 56,799,215	\$ 6,293,459

c. Total government personnel costs resulting from protests:

	4Q06	3Q06	2Q06	1Q06
o AMC	\$12,368	\$20,982	\$2,084	\$64,342
o USACE	\$60,220	\$39,109	\$28,692	\$65,419
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$72,587	\$60,091	\$30,776	\$129,761

9. Lessons learned, issues and trends:

a. AMC- Lessons Learned: None.

b. USACE Lessons Learned: None.

c. Other DA Lessons Learned: Not applicable - will be submitted on fiscal year ending basis.

10. Protest filed by major commands (HCAs):

a. AMC, Agency protest:

AMC (Agency) TOTAL	4Q06	3Q06	2Q06	1Q06
ACLAL	0	0	0	0
AFSC	0	0	0	0
ARDEC	0	0	0	0
ARL	0	0	0	0
ATCOM	0	0	0	0
AMCOM	2	0	0	2
AMCOM (AATD)	0	0	0	0
BGAD	0	0	0	0
CACWOO	0	0	0	0
CCAD	0	0	0	0
CBDCOM	0	0	0	0
CECOM	0	2	0	1
DESCOM (Letterkenny)	0	0	0	0
DPG	0	0	0	0
JMC	0	0	0	0
IOC	0	0	0	0
LEAD	0	0	0	0
MCALESTER	0	0	0	0
MICOM	0	0	0	0
NATICK	0	0	0	0
OSC	0	0	0	0
RDECOM	2	1	0	0
RMA	0	0	0	0
RRAD	0	0	0	0
SBCCOM	0	0	0	0
SSCOM	0	0	0	0
TACOM	3	4	7	4
TECOM	0	0	0	0
TECOM-OPTEC	0	0	0	0
TECOM-Dungway	0	0	0	0
TECOM-Yuma Proving G	0	0	0	0
Total	7	7	7	7

b. USACE, Agency protest:

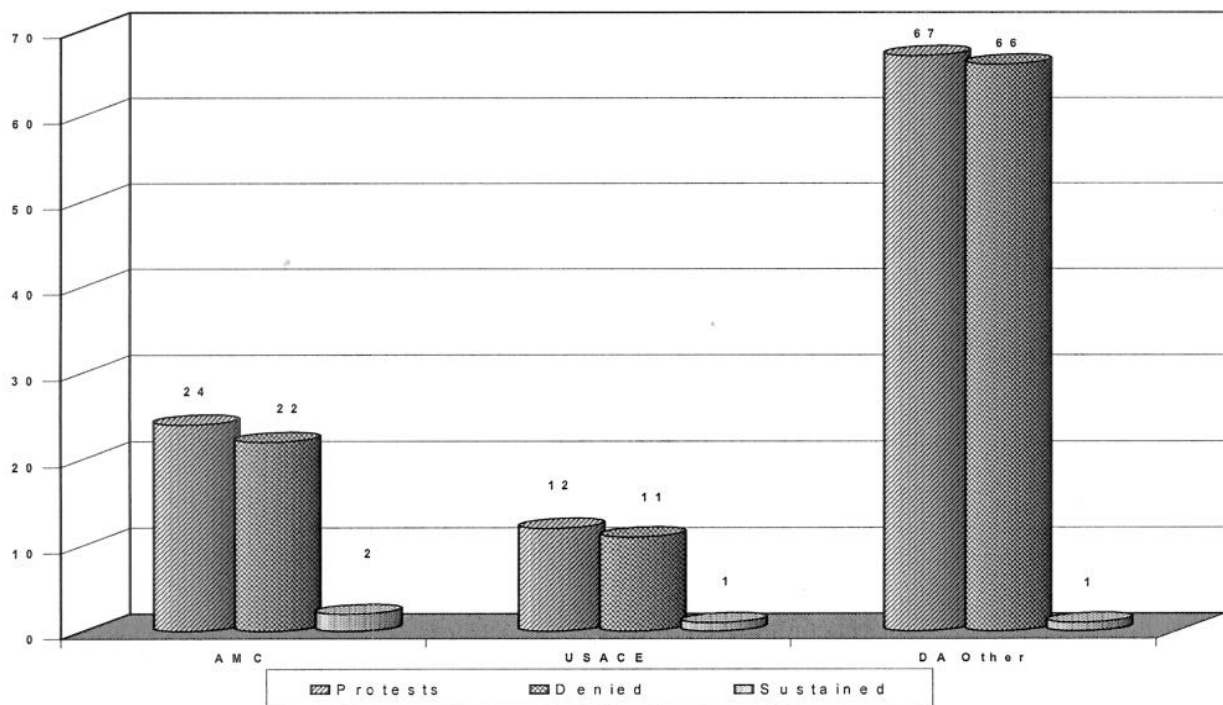
USACE (Agency) TOTAL	4Q06	3Q06	2Q06	1Q06
ALASKA	0	0	1	0
ALBUQUERQUE	0	0	0	1
BALTIMORE	1	0	3	0
BUFFALO	0	0	0	0
CHARLESTON	0	0	0	0
CHICAGO	0	0	0	0
DETROIT	0	0	0	0
EUROPE	0	0	0	0
FAR EAST	0	0	0	0
FORT WORTH	1	0	0	0
GALVESTON	0	0	0	4
HEADQUARTERS	0	0	0	0
HONOLULU	0	0	0	0
HUMPHREYS ENG CNTR	0	0	0	0
HUNTINGTON	0	0	0	0
HUNTSVILLE	0	0	0	0
JACKSONVILLE	4	0	0	2
JAPAN	0	0	0	0
KANSAS CITY	0	0	1	0
LITTLE ROCK	0	0	0	0
LOS ANGELES	0	0	0	0
LOUISVILLE	0	0	0	0
MEMPHIS	0	0	0	0
MOBILE	3	0	0	0
NASHVILLE	0	0	0	0
NEW ENGLAND	0	0	0	0
NEW YORK	1	1	0	0
NEW ORLEANS	0	1	3	1
NORFOLK	0	0	0	1
OMAHA	0	0	0	0
PACIFIC OCEAN DIV	0	0	0	0
PHILADELPHIA	0	0	0	1
PITTSBURGH	0	0	0	0
PORTLAND	0	0	0	0
ROCK ISLAND	0	0	0	0
SACRAMENTO	0	1	1	0
SAN FRANCISCO	0	2	0	0
SAVANNAH	0	0	3	0
SEATTLE	0	1	1	0
ST LOUIS	0	0	0	0
ST PAUL	0	0	0	0
TRANSATLANTIC	1	0	1	0
TRANSATLANTIC (EUROPE)	0	0	0	0
TULSA	0	0	0	0
VICKSBURG	0	0	2	1
WALLA WALLA	0	0	0	0
WILMINGTON	0	0	2	0
Total	11	6	18	11

c. DA, Agency protest:

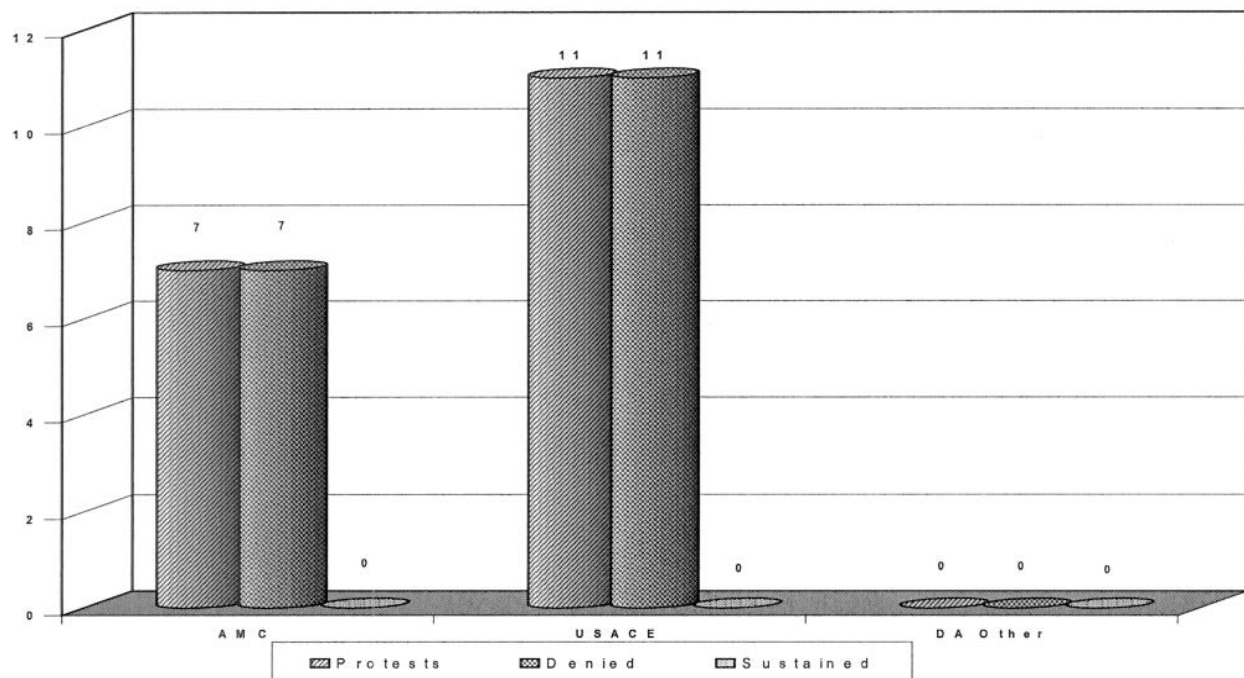
DA (Agency) TOTAL	4Q06	3Q06	2Q06	1Q06
N REG	N/A	N/A	N/A	N/A
S REG	N/A	N/A	N/A	N/A
MEDCOM	N/A	N/A	N/A	N/A
NGB	N/A	N/A	N/A	N/A
DCCW	N/A	N/A	N/A	N/A
EUSA	N/A	N/A	N/A	N/A
USSOC	N/A	N/A	N/A	N/A
USACFSC	N/A	N/A	N/A	N/A
USARC	N/A	N/A	N/A	N/A
ITEC4	N/A	N/A	N/A	N/A
USASDC	N/A	N/A	N/A	N/A
USARPARC	N/A	N/A	N/A	N/A
DETRICK	N/A	N/A	N/A	N/A
MDA	N/A	N/A	N/A	N/A
MTMC	N/A	N/A	N/A	N/A
USARO	N/A	N/A	N/A	N/A
USAREUR	N/A	N/A	N/A	N/A
INSCOM	N/A	N/A	N/A	N/A
DIA	N/A	N/A	N/A	N/A
Total	0	0	0	0

11. Graphs on GAO & Agency level protests filed and associated costs/fees:

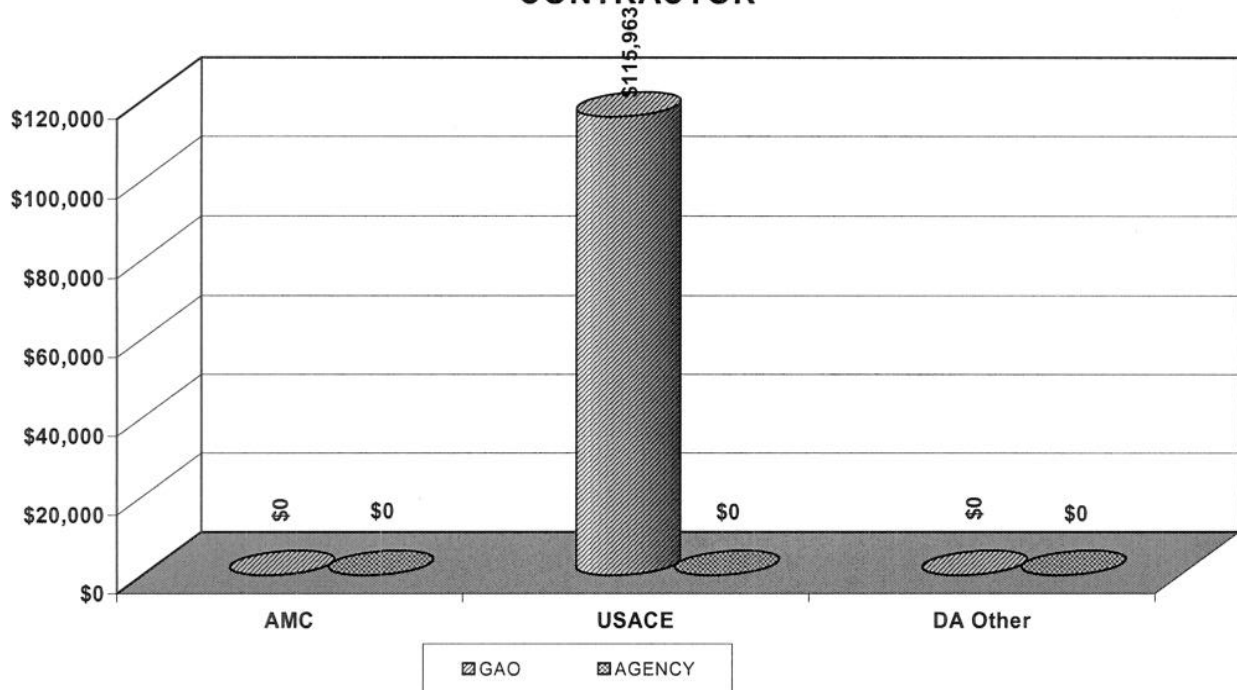
4 Q 0 6 G A O L e v e l P r o t e s t s



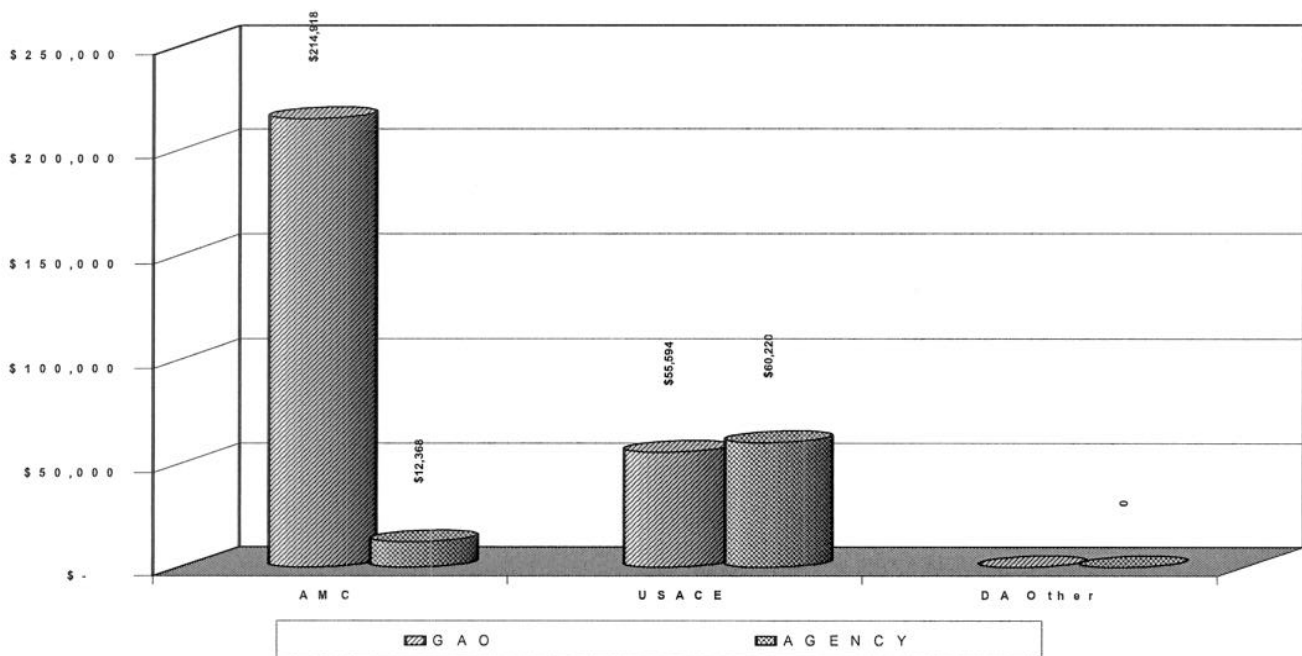
4 Q 0 6 A G E N C Y L e v e l P r o t e s t s



4Q06 GAO & AGENCY Level COSTS & FEES AWARDED TO CONTRACTOR



4 Q 0 6 G A O & A G E N C Y L e v e l P e r s o n n e l C o s t s



4 Q 0 6 G A O & A G E N C Y L e v e l P o s t - A w a r d e d C o s t s

